

COMPROMISE AND RELEASE INSTRUCTIONS

A Compromise & Release settles all aspects of your California Workers' Compensation Case with your employer and the insurance carrier with regards to the body parts listed on the C&R and often all body parts. After signing this document, you will not be able to file another claim even if you experience further problems. Further, you will be covered for any medical billing up to the date of the Order approving your settlement by the Court. However, after the Court approves your settlement, you become responsible for any billing for treatment.

To complete the Agreement:

1. Make sure that your name, address, and social security number on the first page are correct. The check will be sent directly from the Insurance carrier to this address. Further, even though Workers' Compensation benefits are not taxable, this will be reported to the IRS.

The total settlement is listed on Page 6, Item 7, we will be requesting attorneys' fees of 15%, as agreed to upon hiring of our company. Also, if applicable, we have asked for reimbursement of travel costs we have advanced. This does not come out of your share. If approved by the Court, the Insurance Company will send you a check for the total amount minus the Attorneys' Fees. This should arrive at the address listed on the C&R within 30 days of Court Approval. If it does not arrive, please let us know.

2. Please initial and sign the following:
 - Item 9, Page 7: This lists potential issues. Many may not apply in your case and have been crossed out. Please initial every box under *Applicant* except those crossed out.
 - Item 11, Page 8: You must sign the *Applicant (Employee)* line. In order to validate your signature, you may either have 2 disinterested witnesses over eighteen years of age sign where it says *Witness 1* and *Witness 2* or you can have a Notary attest to your signature. Please make certain if using a Notary, they attach a statement validating your signature (page 9). Whichever attestation method you use is fine. However, one must be done before the Court will approve the C&R.
3. Once you have reviewed, initialed and signed, the document must be returned to us to finish the process. Please either fax to 866-819-6169 or scan and email to: **Zachary@pacificworkers.com**. Once returned to us we will have the Defendant counter-sign and file with the Court for approval. This process takes approximately 7 to 10 days. Your settlement check will arrive within 30 days of Court Approval.

If you have any questions or concerns, please feel contact your Case Manager or Assistant Case Manager.



NOTICE REGARDING SETTLEMENT

At this point in your case, we have negotiated a settlement for you, your input is an integral part of the process. The purpose of this form is to ensure you understand your options for settling your workers' compensation case and that you have made an informed decision as to how you wish to proceed. As explained below, there are two types of settlements that are very different. It is important that you understand these differences so you can be sure that a Compromise & Release is the type of settlement which works best you.

The two choices for settlements in Workers' Compensation cases are a Compromise & Release and a Stipulated Award:

You have chosen to proceed with a Compromise & Release (C&R). With this type of settlement, you will receive a one-time lump sum payment to resolve all outstanding issues. **A Compromise & Release settlement releases the insurance company/employer/third-party administrator for all liability for your injuries.** The advantage is that you will typically receive more money than if you were to settle your case by Stipulated Award. However, unlike a Stipulated Award, you are responsible for the cost of all future medical treatment that relates to your injury. Additionally, you would not be able to reopen your claim for further benefits if your disability worsens. By giving you extra money, the insurance company has "bought" the right to not provide any further benefits to you.

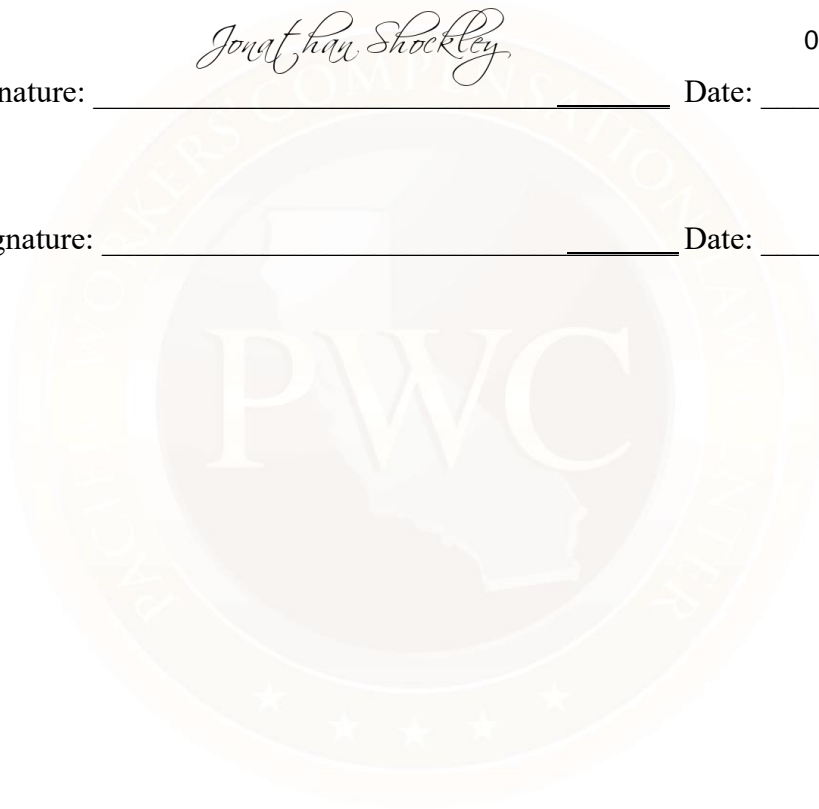
If you are still working for the same employer where you were injured, a Stipulated Award may be the only option available to you, unless you are willing to resign from your position or the insurance carrier is no longer providing workers' compensation coverage for your employer. Please note, a compromise and release settlement is not required, so there is some form of "compromise" on the value of your case; otherwise, the insurance company would not be motivated to settle out the value of your future medical care and other benefits you may be entitled to.

The alternative type of settlement, which has not been offered on your case, is a Stipulated Award. With this type of settlement, you would receive periodic payments of permanent disability paid bi-weekly until the value of the permanent disability benefits has been exhausted. For example, if your rate is \$100 per week and your settlement was for \$1000, you would receive \$100 paid every other week in the amount of \$200 ($\$200 \times 5 = \1000). The advantage of this type of settlement is that you would keep your right for future medical treatment paid for by the insurance carrier for the rest of your life. Medical care would only be provided for parts of body that are injured and listed in the settlement documents. Keep in mind that future treatment may be contested by the insurance carrier and subject to utilization review. The carrier will *only* cover treatment that is medically reasonable and necessary as outlined by the physicians in your case.

I HAVE HAD AN OPPORTUNITY TO DISCUSS THE MEANING OF THIS DOCUMENT AND TERMS STATED HEREIN WITH MY ATTORNEY. I ACKNOWLEDGE THAT MY ATTORNEY HAS EXPLAINED MY SETTLEMENT OPTIONS AND ANSWERED ALL MY QUESTIONS. I FULLY-UNDERSTAND WHAT A STIPULATED AWARD AND A COMPROMISE AND RELEASE ARE. BY MY SIGNATURE BELOW, I HAVE AUTHORIZED MY ATTORNEY TO SETTLE MY WORKERS' COMPENSATION CASE BY WAY OF COMPROMISE & RELEASE.

Applicant Signature: *Jonathan Shockley* Date: 05/28/2022

Interpreter Signature: _____ Date: _____





SUPPLEMENTAL JOB DISPLACEMENT BENEFIT & CALIFORNIA RETURN-TO-WORK SUPPLEMENT PROGRAM DISCLOSURE

In the event that you do not make a full recovery from your work injury once you have reached maximum medical improvement, you may be provided permanent work restrictions which may impact your ability to return to work. Although federal law (Americans with Disabilities Act) and state law (Fair Employment Housing Act) may require your employer to engage in a good-faith interactive process and make reasonable accommodations when appropriate, your employer may not be able to accommodate your specific work restrictions. If you are provided permanent work restrictions and your restrictions cannot be accommodated by your employer, you may be eligible for a benefit issued by the insurance company, or self-insured entity, known as the "Supplemental Job Displacement Benefit/Voucher", "SJDB" or simply "Voucher". The Voucher is a form of reimbursement for job retraining up to \$6,000. The Voucher can be used for things like a laptop computer, college tuition, or course materials. Typically, you become eligible for this benefit if a permanent offer of modified work has not been provided within 60 days of the date of maximum medical improvement.

Once you receive the Voucher, you can apply for the California Return-to-Work Supplement Program "CRTWSP". Under this program, you may qualify for an additional one-time \$5,000 payment. This is not a reimbursement, but simply a \$5,000 payment issued by the State of California to help supplement earnings lost from your injury. CRTWSP must receive your application within one year from the date you were mailed the Voucher. You can apply online or review additional information here:

www.dir.ca.gov/RTWSP/RTWSP.html

- ☒ I have read the above information concerning the Voucher and CRTWSP. I understand that I have received, or I am receiving, the Voucher due to my work injury, and that I have been advised to apply for the CRTWSP within one year from the date the Voucher was, or is, mailed.
- ☐ I have read the above information concerning the Voucher and CRTWSP. I understand that I am not receiving the Voucher and that I will not be eligible for the CRTWSP.

Signed: *Jonathan Shockley*

Jonathan Shockley

Jonathan Shockley v. Cardionet LLC

05/28/2022

Dated: ____/____/____